

RECORDATION NO. 26583-F

JUN 25 '09 -12 3 0 PM

**SURFACE TRANSPORTATION BOARD**

OF COUNSEL  
URBAN A LESTER

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, NW  
SUITE 301  
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL [alvordlaw@aol.com](mailto:alvordlaw@aol.com)

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

June 25, 2009

Anne K. Quinlan, Esquire  
Acting Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423-0001

Re: CIT Rail Trust 2006-2

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Supplement No. 3 (CIT Rail Trust 2006-2), dated as of June 25, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Numbers 26583, 26583-B and 26583-D.

The names and addresses of the parties to the enclosed document are:

Lessee: The CIT Group/Equipment Financing, Inc.  
1211 Avenue of the Americas  
New York, NY 10036

Lessor: CIT Rail Trust 2006-2 by Wells Fargo Bank  
Northwest, National Association, not in its  
individual capacity but solely as Owner Trustee  
299 South Main Street, 12th Floor  
Salt Lake City, UT 84111

Anne K. Quinlan, Esquire  
June 25, 2009  
Page 2

A description of the railroad equipment covered by the enclosed document is:

699 covered hopper railcars within the series MLLX 26000 – MLLX 26699 as more particularly set forth in the equipment schedule attached to the document.

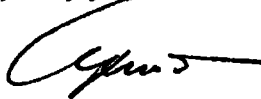
A short summary of the document to appear in the index is:

Lease Supplement No. 3 (CIT Rail Trust 2006-2).

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal stroke extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

JUN 25 '09 -12 3 0 PM

LEASE SUPPLEMENT NO. 3  
(CIT Rail Trust 2006-2)

SURFACE TRANSPORTATION BOARD

This Lease Supplement No. 3 (the "Supplement") dated as of June 25, 2009, is between CIT RAIL TRUST 2006-2, a Delaware statutory trust ("Lessor"), and THE CIT GROUP/EQUIPMENT FINANCING, INC., a Delaware corporation ("Lessee").

## Witnesseth:

The Lessee has leased from Lessor certain railcars identified on Schedule 1 attached hereto (the "Units") under the Equipment Lease Agreement (CIT Rail Trust 2006-2) dated as of September 29, 2006, as more fully identified on Schedule 2 attached hereto (the "Lease"), evidence of which was filed with the Surface Transportation Board (the "STB") and the Registrar General of Canada, on such dates, and with respect to the STB, with such recordation numbers, as set forth on Schedule 3 attached hereto. Except as expressly provided herein capitalized terms used herein have the meanings specified in the Lease.

The Lessee, as sublessor, desires to assign to Lessor as security for Lessee's obligations under the Lease, Lessee's rights under all of its existing and future subleases with respect to the Units to the extent such subleases relate to Units subject to the Lease (the "Assigned Subleases"), in accordance with Section 8.3 of the Lease.

The Lease provides for the execution and delivery of one or more Lease Supplements substantially in the form hereof.

Now, therefore, in consideration of the premises and other good and sufficient consideration, receipt whereof is acknowledged, the Lessee hereby agrees as follows:

1. The Lessee, as sublessor, does hereby assign, transfer, convey and grant to Lessor, as security for Lessee's obligations under the Lease, all of its right, title and interest in, to and under the Assigned Subleases, to the extent related to the Units subject to the Lease. Lessee further agrees that upon the occurrence and continuation of a Lease Event of Default under the Lease that Lessor shall be entitled to give any notices, directions, consents or waivers under and in respect of the Assigned Subleases to the extent related to the Units subject to the Lease and exercise such other rights and remedies with respect thereto of a secured party under applicable law; provided that Lessee shall continue to be entitled to give such notices, directions, consents or waivers and exercise such rights and remedies without consent or approval of the Lessor unless and until a Lease Event of Default under the Lease shall have occurred and be continuing. Notwithstanding the foregoing, unless and until the occurrence and continuation of a Lease Event of Default, all payments of rent and other amounts under the Assigned Subleases shall continue to be paid to the Lessee.

2. THIS SUPPLEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING TO THE MAXIMUM EXTENT

PERMITTED BY LAW ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

3. Certain of the right, title and interest of Lessor in and to the Lease, including this Supplement, and the Assigned Subleases, have been assigned as collateral security to, and are subject to a security interest in favor of, Wilmington Trust Company, not in its individual capacity but solely as Indenture Trustee under a Trust Indenture and Security Agreement (CIT Rail Trust 2006-2), dated as of September 29, 2006, as more fully identified on Schedule 2 attached hereto (the "Indenture") between said Indenture Trustee, as secured party, and Lessor, as debtor.

4. No term, covenant, agreement or condition of this Supplement may be terminated, amended or compliance therewith waived (either generally or in a particular instance, retroactively or prospectively) except by an instrument or instruments in writing executed by each party hereto and except as may be permitted by the terms of the Indenture.

5. The Lessee wishes to show for public record this Supplement and accordingly has caused this Supplement to be executed by its officers thereunto duly authorized, as of the date first above written.

6. This Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

7. This Supplement or a counterpart or copy hereof or evidence hereof may be filed or recorded in any public office as may be necessary or appropriate to protect the interest of Lessor or the Indenture Trustee herein or in the Assigned Subleases. Lessee will duly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time reasonably request or as may be required by applicable law or regulation in order to effectively carry out the intent and purpose of this Supplement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor and the Indenture Trustee hereunder.

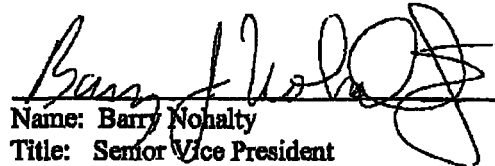
8. It is expressly agreed and understood that all representations, warranties and undertakings of Lessor hereunder shall be binding upon Lessor only in its capacity as Trust and in no case shall the Trust Company be personally liable for or on account of any statements, representations, warranties, covenants or obligations of Lessor hereunder.

\* \* \*

IN WITNESS WHEREOF, the Lessee and the Lessor have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

**THE CIT GROUP/EQUIPMENT FINANCING,  
INC., as Lessee**

By:

  
Name: Barry Nohalty  
Title: Senior Vice President

STATE OF IL )  
COUNTY OF Cook ) ss:

The foregoing Lease Supplement (CIT Rail Trust 2006-2) was acknowledged before me, the undersigned Notary Public, in the County of Cook this 16<sup>th</sup> day of June, 2009 by Barry Nohalty, as Senior Vice President of THE CIT GROUP/EQUIPMENT FINANCING, INC.

  
Notary Public

My commission expires: 02/06/12

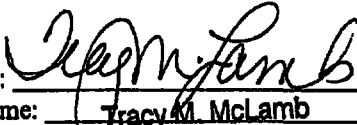
[Notarial Seal]



[signatures continue on following page]

**CIT RAIL TRUST 2006-2**

By: **WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, not in its individual capacity, but  
solely as Owner Trustee

By:   
Name: Tracy M. McLamb  
Title: Vice President

STATE OF Delaware )  
 ) ss:  
COUNTY OF New Castle

The foregoing Lease Supplement (CIT Rail Trust 2006-2) was acknowledged before me, the undersigned  
Notary Public, in the County of New Castle this 23<sup>rd</sup> day of June, 2009 by  
Tracy M. McLamb as Vice President of WELLS FARGO BANK,  
NATIONAL ASSOCIATION, not individually but solely as Owner Trustee on behalf of CIT RAIL  
TRUST 2006-2.

  
Notary Public

My commission expires: \_\_\_\_\_

[Notarial Seal]

**MOLLY ANN BREFFITT  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires Sept. 20, 2010**

**Schedule 1**  
**(Description of Equipment)**

Basic Group	Number	Description/Type	Mark and Numbers
A	426	Plastic Pellet Covered Hopper Cars	See Schedule 1-A attached hereto
B	273	Plastic Pellet Covered Hopper Cars	See Schedule 1-B attached hereto

Schedule 1-A  
(Marks / Numbers)

MLLX	26000	MLLX	26047	MLLX	26094	MLLX	26141
MLLX	26001	MLLX	26048	MLLX	26095	MLLX	26142
MLLX	26002	MLLX	26049	MLLX	26096	MLLX	26143
MLLX	26003	MLLX	26050	MLLX	26097	MLLX	26144
MLLX	26004	MLLX	26051	MLLX	26098	MLLX	26145
MLLX	26005	MLLX	26052	MLLX	26099	MLLX	26146
MLLX	26006	MLLX	26053	MLLX	26100	MLLX	26147
MLLX	26007	MLLX	26054	MLLX	26101	MLLX	26148
MLLX	26008	MLLX	26055	MLLX	26102	MLLX	26149
MLLX	26009	MLLX	26056	MLLX	26103	MLLX	26150
MLLX	26010	MLLX	26057	MLLX	26104	MLLX	26151
MLLX	26011	MLLX	26058	MLLX	26105	MLLX	26152
MLLX	26012	MLLX	26059	MLLX	26106	MLLX	26153
MLLX	26013	MLLX	26060	MLLX	26107	MLLX	26154
MLLX	26014	MLLX	26061	MLLX	26108	MLLX	26155
MLLX	26015	MLLX	26062	MLLX	26109	MLLX	26156
MLLX	26016	MLLX	26063	MLLX	26110	MLLX	26157
MLLX	26017	MLLX	26064	MLLX	26111	MLLX	26158
MLLX	26018	MLLX	26065	MLLX	26112	MLLX	26159
MLLX	26019	MLLX	26066	MLLX	26113	MLLX	26160
MLLX	26020	MLLX	26067	MLLX	26114	MLLX	26161
MLLX	26021	MLLX	26068	MLLX	26115	MLLX	26162
MLLX	26022	MLLX	26069	MLLX	26116	MLLX	26163
MLLX	26023	MLLX	26070	MLLX	26117	MLLX	26164
MLLX	26024	MLLX	26071	MLLX	26118	MLLX	26165
MLLX	26025	MLLX	26072	MLLX	26119	MLLX	26166
MLLX	26026	MLLX	26073	MLLX	26120	MLLX	26167
MLLX	26027	MLLX	26074	MLLX	26121	MLLX	26168
MLLX	26028	MLLX	26075	MLLX	26122	MLLX	26169
MLLX	26029	MLLX	26076	MLLX	26123	MLLX	26170
MLLX	26030	MLLX	26077	MLLX	26124	MLLX	26171
MLLX	26031	MLLX	26078	MLLX	26125	MLLX	26172
MLLX	26032	MLLX	26079	MLLX	26126	MLLX	26173
MLLX	26033	MLLX	26080	MLLX	26127	MLLX	26174
MLLX	26034	MLLX	26081	MLLX	26128	MLLX	26175
MLLX	26035	MLLX	26082	MLLX	26129	MLLX	26176
MLLX	26036	MLLX	26083	MLLX	26130	MLLX	26177
MLLX	26037	MLLX	26084	MLLX	26131	MLLX	26178
MLLX	26038	MLLX	26085	MLLX	26132	MLLX	26179
MLLX	26039	MLLX	26086	MLLX	26133	MLLX	26180
MLLX	26040	MLLX	26087	MLLX	26134	MLLX	26181
MLLX	26041	MLLX	26088	MLLX	26135	MLLX	26182
MLLX	26042	MLLX	26089	MLLX	26136	MLLX	26183
MLLX	26043	MLLX	26090	MLLX	26137	MLLX	26184
MLLX	26044	MLLX	26091	MLLX	26138	MLLX	26185
MLLX	26045	MLLX	26092	MLLX	26139	MLLX	26186
MLLX	26046	MLLX	26093	MLLX	26140	MLLX	26187



MLLX	26188	MLLX	26238	MLLX	26290	MLLX	26342
MLLX	26189	MLLX	26239	MLLX	26291	MLLX	26343
MLLX	26190	MLLX	26240	MLLX	26292	MLLX	26344
MLLX	26191	MLLX	26241	MLLX	26293	MLLX	26345
MLLX	26192	MLLX	26242	MLLX	26295	MLLX	26346
MLLX	26193	MLLX	26243	MLLX	26296	MLLX	26347
MLLX	26194	MLLX	26244	MLLX	26297	MLLX	26348
MLLX	26195	MLLX	26245	MLLX	26298	MLLX	26349
MLLX	26196	MLLX	26246	MLLX	26299	MLLX	26350
MLLX	26197	MLLX	26247	MLLX	26300	MLLX	26351
MLLX	26198	MLLX	26248	MLLX	26301	MLLX	26352
MLLX	26199	MLLX	26249	MLLX	26302	MLLX	26400
MLLX	26200	MLLX	26250	MLLX	26303	MLLX	26401
MLLX	26201	MLLX	26251	MLLX	26304	MLLX	26402
MLLX	26202	MLLX	26252	MLLX	26305	MLLX	26403
MLLX	26203	MLLX	26253	MLLX	26306	MLLX	26455
MLLX	26204	MLLX	26254	MLLX	26307	MLLX	26456
MLLX	26205	MLLX	26255	MLLX	26308	MLLX	26457
MLLX	26206	MLLX	26256	MLLX	26309	MLLX	26458
MLLX	26207	MLLX	26257	MLLX	26310	MLLX	26459
MLLX	26208	MLLX	26258	MLLX	26311	MLLX	26460
MLLX	26209	MLLX	26259	MLLX	26312	MLLX	26461
MLLX	26210	MLLX	26260	MLLX	26313	MLLX	26462
MLLX	26211	MLLX	26261	MLLX	26314	MLLX	26463
MLLX	26212	MLLX	26262	MLLX	26315	MLLX	26464
MLLX	26213	MLLX	26264	MLLX	26316	MLLX	26465
MLLX	26214	MLLX	26265	MLLX	26317	MLLX	26466
MLLX	26215	MLLX	26266	MLLX	26318	MLLX	26467
MLLX	26216	MLLX	26267	MLLX	26319	MLLX	26470
MLLX	26217	MLLX	26268	MLLX	26320	MLLX	26471
MLLX	26218	MLLX	26269	MLLX	26321	MLLX	26472
MLLX	26219	MLLX	26270	MLLX	26322	MLLX	26473
MLLX	26220	MLLX	26271	MLLX	26323	MLLX	26475
MLLX	26221	MLLX	26272	MLLX	26324	MLLX	26476
MLLX	26222	MLLX	26273	MLLX	26325	MLLX	26477
MLLX	26223	MLLX	26274	MLLX	26326	MLLX	26478
MLLX	26224	MLLX	26275	MLLX	26327	MLLX	26479
MLLX	26225	MLLX	26276	MLLX	26328	MLLX	26480
MLLX	26226	MLLX	26277	MLLX	26329	MLLX	26481
MLLX	26227	MLLX	26278	MLLX	26330	MLLX	26483
MLLX	26228	MLLX	26279	MLLX	26331	MLLX	26484
MLLX	26229	MLLX	26280	MLLX	26332	MLLX	26485
MLLX	26230	MLLX	26281	MLLX	26333	MLLX	26486
MLLX	26231	MLLX	26282	MLLX	26334	MLLX	26487
MLLX	26232	MLLX	26283	MLLX	26335	MLLX	26488
MLLX	26233	MLLX	26284	MLLX	26336	MLLX	26489
MLLX	26234	MLLX	26285	MLLX	26337	MLLX	26490
MLLX	26235	MLLX	26287	MLLX	26338	MLLX	26491
MLLX	26236	MLLX	26288	MLLX	26339	MLLX	26492
MLLX	26237	MLLX	26289	MLLX	26340	MLLX	26493

MLLX	26494
MLLX	26495
MLLX	26496
MLLX	26497
MLLX	26498
MLLX	26499
MLLX	26500
MLLX	26501
MLLX	26502
MLLX	26503
MLLX	26504
MLLX	26505
MLLX	26506
MLLX	26507
MLLX	26508
MLLX	26509
MLLX	26510
MLLX	26511
MLLX	26512
MLLX	26513
MLLX	26514
MLLX	26515
MLLX	26516
MLLX	26517
MLLX	26518
MLLX	26519
MLLX	26520
MLLX	26521
MLLX	26522
MLLX	26523
MLLX	26524
MLLX	26650
MLLX	26651
MLLX	26652
MLLX	26653
MLLX	26654
MLLX	26655
MLLX	26656

Schedule 1-B  
(Marks / Numbers)

MLLX	26263	MLLX	26397	MLLX	26448	MLLX	26561
MLLX	26294	MLLX	26398	MLLX	26449	MLLX	26562
MLLX	26341	MLLX	26399	MLLX	26450	MLLX	26563
MLLX	26353	MLLX	26404	MLLX	26451	MLLX	26564
MLLX	26354	MLLX	26405	MLLX	26452	MLLX	26565
MLLX	26355	MLLX	26406	MLLX	26453	MLLX	26566
MLLX	26356	MLLX	26407	MLLX	26454	MLLX	26567
MLLX	26357	MLLX	26408	MLLX	26468	MLLX	26568
MLLX	26358	MLLX	26409	MLLX	26469	MLLX	26569
MLLX	26359	MLLX	26410	MLLX	26474	MLLX	26570
MLLX	26360	MLLX	26411	MLLX	26482	MLLX	26571
MLLX	26361	MLLX	26412	MLLX	26525	MLLX	26572
MLLX	26362	MLLX	26413	MLLX	26526	MLLX	26573
MLLX	26363	MLLX	26414	MLLX	26527	MLLX	26574
MLLX	26364	MLLX	26415	MLLX	26528	MLLX	26575
MLLX	26365	MLLX	26416	MLLX	26529	MLLX	26576
MLLX	26366	MLLX	26417	MLLX	26530	MLLX	26577
MLLX	26367	MLLX	26418	MLLX	26531	MLLX	26578
MLLX	26368	MLLX	26419	MLLX	26532	MLLX	26579
MLLX	26369	MLLX	26420	MLLX	26533	MLLX	26580
MLLX	26370	MLLX	26421	MLLX	26534	MLLX	26581
MLLX	26371	MLLX	26422	MLLX	26535	MLLX	26582
MLLX	26372	MLLX	26423	MLLX	26536	MLLX	26583
MLLX	26373	MLLX	26424	MLLX	26537	MLLX	26584
MLLX	26374	MLLX	26425	MLLX	26538	MLLX	26585
MLLX	26375	MLLX	26426	MLLX	26539	MLLX	26586
MLLX	26376	MLLX	26427	MLLX	26540	MLLX	26587
MLLX	26377	MLLX	26428	MLLX	26541	MLLX	26588
MLLX	26378	MLLX	26429	MLLX	26542	MLLX	26589
MLLX	26379	MLLX	26430	MLLX	26543	MLLX	26590
MLLX	26380	MLLX	26431	MLLX	26544	MLLX	26591
MLLX	26381	MLLX	26432	MLLX	26545	MLLX	26592
MLLX	26382	MLLX	26433	MLLX	26546	MLLX	26593
MLLX	26383	MLLX	26434	MLLX	26547	MLLX	26594
MLLX	26384	MLLX	26435	MLLX	26548	MLLX	26595
MLLX	26385	MLLX	26436	MLLX	26549	MLLX	26596
MLLX	26386	MLLX	26437	MLLX	26550	MLLX	26597
MLLX	26387	MLLX	26438	MLLX	26551	MLLX	26598
MLLX	26388	MLLX	26439	MLLX	26552	MLLX	26599
MLLX	26389	MLLX	26440	MLLX	26553	MLLX	26600
MLLX	26390	MLLX	26441	MLLX	26554	MLLX	26601
MLLX	26391	MLLX	26442	MLLX	26555	MLLX	26602
MLLX	26392	MLLX	26443	MLLX	26556	MLLX	26603
MLLX	26393	MLLX	26444	MLLX	26557	MLLX	26604
MLLX	26394	MLLX	26445	MLLX	26558	MLLX	26605
MLLX	26395	MLLX	26446	MLLX	26559	MLLX	26606
MLLX	26396	MLLX	26447	MLLX	26560	MLLX	26607

MLLX	26608	MLLX	26632	MLLX	26663	MLLX	26686
MLLX	26609	MLLX	26633	MLLX	26664	MLLX	26687
MLLX	26610	MLLX	26635	MLLX	26665	MLLX	26688
MLLX	26611	MLLX	26636	MLLX	26666	MLLX	26689
MLLX	26612	MLLX	26637	MLLX	26667	MLLX	26690
MLLX	26613	MLLX	26638	MLLX	26668	MLLX	26691
MLLX	26614	MLLX	26639	MLLX	26669	MLLX	26692
MLLX	26615	MLLX	26640	MLLX	26670	MLLX	26693
MLLX	26616	MLLX	26641	MLLX	26671	MLLX	26694
MLLX	26617	MLLX	26642	MLLX	26672	MLLX	26695
MLLX	26618	MLLX	26643	MLLX	26673	MLLX	26696
MLLX	26619	MLLX	26644	MLLX	26674	MLLX	26697
MLLX	26620	MLLX	26645	MLLX	26675	MLLX	26698
MLLX	26621	MLLX	26646	MLLX	26676	MLLX	26699
MLLX	26622	MLLX	26647	MLLX	26677	MLLX	26629
MLLX	26623	MLLX	26648	MLLX	26678	MLLX	26634
MLLX	26624	MLLX	26649	MLLX	26679		
MLLX	26625	MLLX	26657	MLLX	26680		
MLLX	26626	MLLX	26658	MLLX	26681		
MLLX	26627	MLLX	26659	MLLX	26682		
MLLX	26628	MLLX	26660	MLLX	26683		
MLLX	26630	MLLX	26661	MLLX	26684		
MLLX	26631	MLLX	26662	MLLX	26685		

**Schedule 2**  
**(Description of the Indenture and the Lease)**

Trust Indenture and Security Agreement (CIT Rail Trust 2006-2) dated as of September 29, 2006, as supplemented by that certain Trust Indenture Supplement No. 1 dated as of September 29, 2006 and that certain Trust Indenture Supplement No. 2 dated as of December 28, 2006, as amended pursuant to that certain Omnibus Amendment dated as of December 28, 2006

Equipment Lease Agreement (CIT Rail Trust 2006-2) dated as of September 29, 2006, as supplemented by that certain Lease Supplement No. 1, dated as of September 29, 2006 and that certain Lease Supplement No. 2 dated as of December 28, 2006, as amended pursuant to that certain Omnibus Amendment dated as of December 28, 2006

**Schedule 3**  
**(Filing Information)**

A (x) Memorandum of Trust Indenture and Security Agreement and Trust Indenture Supplement No. 1 was filed with (i) the Surface Transportation Board on September 29, 2006 at 10:40 a.m. under recordation number 26583-A, and (ii) the Registrar General of Canada on September 29, 2006 at 10:49 a.m., as amended and restated pursuant to that certain Amended and Restated Memorandum of Trust Indenture and Security Agreement and Trust Indenture Supplement No. 1 filed with (i) the Surface Transportation Board on October 3, 2006 at 3:38 p.m. under recordation number 26583-C, and (ii) the Registrar General of Canada on October 3, 2006 at 3:38 p.m., and (y) Memorandum of Trust Indenture and Security Agreement and Trust Indenture Supplement No. 2 was filed with (i) the Surface Transportation Board on December 28, 2006 at 9:30 a.m. under recordation number 26583-E, and (ii) the Registrar General of Canada on December 28, 2006 at 10:17 a.m.

A (x) Memorandum of Lease Agreement, Lease Supplement No. 1 was filed with (i) the Surface Transportation Board on September 29, 2006 at 10:36 a.m. under recordation number 26583, and (ii) the Registrar General of Canada on September 29, 2006 at 10:49 a.m., as amended and restated pursuant to that certain Amended and Restated Memorandum of Lease Agreement and Lease Supplement No. 1 filed with (i) the Surface Transportation Board on October 3, 2006 at 3:31 p.m. under recordation number 26583-B, and (ii) the Registrar General of Canada on October 3, 2006 at 3:38 p.m., and (y) Memorandum of Lease Agreement and Lease Supplement No. 2 filed with the (i) the Surface Transportation Board on December 28, 2006 at 9:30 a.m. under recordation number 26583-D, and (ii) the Registrar General of Canada on December 28, 2006 at 10:17 a.m.

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

6/25/09



\_\_\_\_\_  
Robert W. Alvord